OIPE JC10
OCT 29 2004
PATENT & TRADEMARK OFFICE

Attorney Docket No. 2036/US/2 (1959/US/2)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:	Confirmation No.: 8276
Romain Desplats et al.	Group Art Unit: 2829
Appln. No. 10/728,522	Examiner: Russell Marc Kobert
Filed: December 5, 2003	
For: APPARATUS AND METHOD FOR DETECTING PHOTON EMISSIONS FROM TRANSISTORS	

COMBINED POWER OF ATTORNEY BY ASSIGNEE AND SUBMISSION UNDER 37 C.F.R. §§ 3.71 AND 3.73(b)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

As an officer of Credence Systems Corporation ("assignee"), a Delaware corporation, I hereby certify that the undersigned is a representative authorized and empowered to sign on behalf of the assignee, and that to the best of assignee's knowledge and belief it is the assignee of the entire right, title and interest in and to the above-referenced patent application by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application identified above,
☐ 1. a copy of which is attached; or
☒ 2. which is recorded in the U.S. Patent and Trademark Office at Reel 015284, Frame 0656, a copy of which is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: _____
To: _____
The document was recorded in the U.S. Patent and Trademark Office at Reel _____, Frame _____, a copy of which is attached.

2. From: _____
To: _____
The document was recorded in the U.S. Patent and Trademark Office at Reel Reel _____, Frame _____, or a copy of which is attached.

Assignee hereby appoints on its behalf the following patent attorneys to prosecute the patent application identified above and to transact all business in the Patent Office connected therewith:

Dorsey & Whitney LLP - USPTO Customer No. 20686 and
Naomi Obinata, Reg. No. 39320

Pursuant to 37 C.F.R. § 3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventors.

Send all correspondence relating to this matter to:

Dorsey & Whitney LLP
USPTO Customer No. 20686

Direct all telephone calls to **Gregory P. Durbin** at **(303) 629-3427.**

The undersigned hereby declares that all statements made herein of his/her own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 30 day of September, 2004.

ASSIGNEE:

CREDENCE SYSTEMS CORPORATION

By _____
Name: Byron W. Milsted
Title: VP and General Counsel
Address: 1421 California Circle
Milpitas, California 95035

PO 386

Docket No. 2036/US/2

ASSIGNMENT

WHEREAS, we, residing at Ketan J. Shah, residing at 97958 McClellan Road, Apt. 1, Cupertino, California 95014, and Theodore R. Lundquist, whose post office address is P.O. Box 360316, Milpitas, California 95036, (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "Apparatus and Method For Detecting Photon Emissions From Transistors," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 10/728,522, filed on December 5, 2003 (the "Utility Application") with attorney docket no. 2036US/2; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention application corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and in and to any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Credence Systems Corporation, a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 1421 California Circle, Milpitas, California 95035-3099 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of $1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and set over and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention, Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute

confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 30 Sep 2004, 2004 By: K Shah
Ketan J. Shah

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Clara)

On this 30th day of September, 2004, before me a Notary Public in and for said county, personally appeared Ketan J. Shah who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A L)

Marie E Headley
Notary Public

My commission expires: 7-2-06

MARJE E. HEADLEY
Commission # 1359709
Notary Public - California
Santa Clara County
My Comm. Expires Jul 2, 2006

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 30 Sep 2004, 2004 By: T Lundquist
Theodore R. Lundquist

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Clara)

On this 30th day of September, 2004, before me a Notary Public in and for said county, personally appeared Theodore R. Lundquist who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A L)

Marie E Headley
Notary Public

My commission expires: 7-2006.

MARJE E. HEADLEY
Commission # 1359709
Notary Public - California
Santa Clara County
My Comm. Expires Jul 2, 2006

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

CREDENCE SYSTEMS CORPORATION

Date: September 30, 2004

By: _____
Name: Byron Milstead
Title: Vice President, General Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Clara)

On this 30 day of September, 2004, before me a Notary Public in and for said county, personally appeared Byron Milstead, the above-mentioned representative of the Assignee, Credence Systems Corporation, who executed the foregoing patent Assignment, and represented and acknowledged that he/she had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

(S E A L)

Notary Public

My commission expires: July 17, 2007.

SHELLY M. GARRETT
Commission # 1426539
Notary Public - California
Santa Clara County
My Comm. Expires Jul 17, 2007

4844-3440-46081